

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : **BK. No. 17-10423 ELF**
CHRISTOPHER D. BARCLAY :
CAROLYN L. BARCLAY : **Chapter No. 13**
Debtors :

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS SUCCESSOR TRUSTEE
TO CITIBANK, N.A., AS TRUSTEE FOR
LEHMAN XS TRUST, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-17**
Movant

v.
CHRISTOPHER D. BARCLAY
CAROLYN L. BARCLAY
Respondents

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtors currently has a mortgage with **WELLS FARGO BANK, N.A.**. The property address is 138 WESTGATE DRIVE, NORTH WALES, PA 19454-4209, Loan # ending in 7793. A Proof of Claim has/has not been filed on the claim register at #3. An written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the April 1, 2020 payment through June 30, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.

3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.
4. Prior to the expiration of the forbearance period, Debtors must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan.
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$3,059.89.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

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May 15, 2020

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IN RE:

**CHRISTOPHER D. BARCLAY
CAROLYN L. BARCLAY**

Debtors

BK. No. 17-10423 ELF

Chapter No. 13

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS SUCCESSOR TRUSTEE TO CITIBANK, N.A., AS
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Respondents

CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on May 15, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)
P.O. BOX 1229
PHILADELPHIA, PA 19105

CHRISTOPHER D. BARCLAY
138 WESTGATE DRIVE
NORTH WALES, PA 19454-4209

ALBERT J. SCARAFONE, JR., ESQUIRE
HILL, FRIEDLAND & SCARAFONE
1717 SWEDE ROAD, SUITE 200
BLUE BELL, PA 19422-3372

CAROLYN L. BARCLAY
138 WESTGATE DRIVE
NORTH WALES, PA 19454-4209

UNITED STATES TRUSTEE
OFFICE OF THE U.S. TRUSTEE
200 CHESTNUT STREET
SUITE 502
PHILADELPHIA, PA 19106

/s/ Jerome Blank, Esquire
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May 15, 2020